

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

CROWLEY MARINE SERVICES, INC.,	)	IN ADMIRALTY
	}	
Plaintiff,	}	Case No. 2:12-cv-2240
	}	
vs.	}	<b>COMPLAINT</b>
	}	
VIGOR MARINE LLC,	}	
	}	
Defendant.	}	

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Plaintiff Crowley Marine Services, Inc. ("CMS") alleges as follows against Defendant Vigor Marine LLC ("Vigor Marine"):

1. This Court has subject matter jurisdiction over this admiralty action for breach of a ship repair contract and tort under 28 U.S.C. § 1333(1).

2. The claims presented against Vigor Marine in this action are admiralty or maritime claims within the meaning of Fed. R. Civ. P. 9(h).

3. CMS is a Delaware corporation that has its principal place of business in Jacksonville, Florida.

4. Vigor Marine is an Oregon limited liability company having its principal place of business in Portland, Oregon.

5. At all material times, CMS was the owner and operator of the ocean going tug INVADER.

1           6.     At all material times, Vigor Marine was engaged in the ship repair  
2 business at various locations.

3           7.     In January of 2012, CMS solicited a quote from Vigor Marine for  
4 drydocking and repairs to the tug INVADER on the basis of written specifications.

5           8.     In February of 2012, Vigor Marine submitted its quote for drydocking  
6 and repairs of the tug INVADER to be performed at one of its yards based on the  
7 specifications CMS had provided to it.

8           9.     In February of 2012, CMS accepted Vigor Marine's quote for the  
9 drydocking and repairs to the tug INVADER.

10          10.    In early March of 2012, the tug INVADER arrived at the yard  
11 designated by Vigor Marine and then entered a drydock for purposes of having  
12 Vigor Marine perform drydocking and repairs.

13          11.    On March 18, 2012, the floating drydock being used by Vigor Marine  
14 for the repairs collapsed and sunk by its starboard wing wall while the tug  
15 INVADER was in drydock.

16          12.    The sinking of the drydock caused the tug INVADER to break loose  
17 from the drydock blocks and fall to starboard, flood, and partially submerge on its  
18 starboard side, all of which cause extensive damage to and/or loss of the INVADER,  
19 its appurtenances, and personal property aboard the tug at the time of the incident  
20 as well as extensive economic loss to CMS.

21          13.    Vigor Marine materially breached the ship repair contract between  
22 CMS and Vigor Marine.

23          14.    Vigor Marine breached its implied warranty of workmanlike  
24 performance in the course of its attempted performance of the ship repair contract  
25 between CMS and Vigor Marine.

26          15.    Vigor Marine was negligent and breached the duty of due care it owed  
27 to CMS in the course of its attempted performance of the ship repair contract  
28 between CMS and Vigor Marine.

16. Vigor Marine is liable to CMS for all damages, costs, and expenses caused by Vigor Marine's breach of contract, its breach of the warranty of workmanlike performance, and its negligence.

17. Vigor Marine is obligated to indemnify, save harmless, and defend CMS as to all damages, costs and expenses incurred, and any sort of claim asserted against CMS as well as any liability it may have to any third party as a result of Vigor Marine's conduct, including without limitation any liability with respect to any oil or other pollutants that entered the water due to the sinking of the drydock and submersion of the tug INVADER.

### **PRAYER FOR RELIEF**

WHEREFORE, CMS respectfully requests the following relief:

A. Judgment against Vigor Marine for all damages caused by its conduct as alleged above plus prejudgment interest, court costs, and attorney's fees;

B. Declaratory judgment to the effect that Vigor Marine is obligated to indemnify, save harmless, and defend CMS as alleged above; and

C. Other relief this Court deems just and proper.

DATED this 21st day of December, 2012.

s/ Robert J. Bocko

s/ Molly J. Henry

Robert J. Bocko, WSBA No. 15724

Molly J. Henry, WSBA No. 40818

ATTORNEYS FOR PLAINTIFF

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